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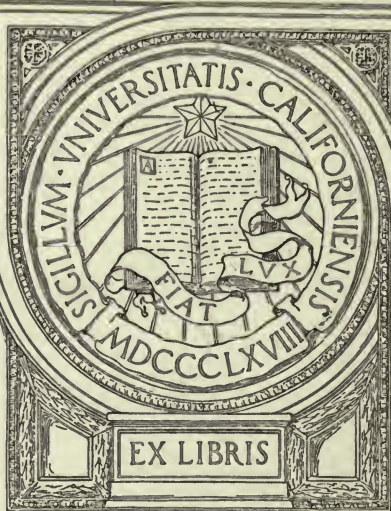
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EXCHANGE



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THE
IRISH LAND QUESTION.

BY

JAMES CAIRD.

UNIV. OF
CALIFORNIA

"Be just and fear not."

LONDON:
LONGMANS, GREEN, READER, AND DYER.

1869.

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EXCHANGE

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NOTE.

THE following pages are offered, in an impartial spirit, as a contribution towards the settlement of the Irish Land Question. In 1849, favoured by the introduction of the late Sir Robert Peel, I visited Ireland, then prostrate from the famine, and carefully examined the agricultural condition of the country. In Parliament I have since had many opportunities, both in the House and in Committees, of considering the subject. And during the present year, in a recent visit to Ireland, I traversed a large part of that country, embracing portions of each province,—from Dublin to Tralee and Sligo, and from Cork to Londonderry,—and had very ample opportunities of discussing the question, and of eliciting the views of men of all shades of opinion.

JAMES CAIRD.

3, ST. JAMES'S SQUARE,
Oct. 25, 1869.

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THE IRISH LAND QUESTION.

IRELAND, in 1869, presents a strange spectacle. The landlord's rents are well paid, the tenant farmers are prosperous, the labourers never had higher wages; yet there is a general feeling of uneasiness and discontent. With the increasing value of their property, there has arisen in the minds of the farmers a keener desire to secure it.

Men of much experience and knowledge, Protestant and Roman Catholic, have expressed to me regret that the decision of the Land question could not have been postponed for a year, until the country should begin to feel the quieting effect of the settlement of the Church question. But all admitted that this had now become impossible, agitation having carried it beyond the period when delay would

longer be listened to. The Church question, important though it was, is now declared to be quite secondary to that of the Land. The townspeople sympathize with the farmers on this subject, feeling that the prosperity of the towns is altogether dependent on the prosperity of the land. And although a great part of the tenantry are satisfied with their present position when under good landlords, of whom there are very many in Ireland, yet their feelings, as a body, go with those of their own class who are not so fortunately circumstanced. There is undoubtedly a universal feeling of expectation that the present Government will now be able to find a satisfactory solution of the question.

The demand which the farmers and their political advisers make, is "fixity of tenure," a phrase which may extend to a substantial transfer of the ultimate right of property, or may be modified to a reasonable security against precarious possession. The demand, extravagant in the former sense, is sound in principle to this extent, that the operations of agriculture, except where of the most primitive kind, naturally extend their effects beyond a single year, and outlays made by the farmer in cultivating and enriching his farm cannot be recovered in the first crop. A prudent man, without some security for a term of years, will not make such outlays, but will content himself with taking from the

land, year by year, the greatest produce it can naturally yield at the least cost. A downward course of deterioration is thus promoted, the end of which is poverty to all.

There are three modes by which security of possession may be given to the tenant—1st. Fixity of tenure. 2nd. Ulster tenant right. 3rd. Lease for a term of years under a mutual contract. The first in its absolute meaning involves a policy of exclusion, directed, for the benefit of the present holder and his successors, not against the landlord only, but against all who might hereafter desire to be tenants. It would take from the landlord, without compensation, a portion of his rights, and by excluding the influence of fair and moderate competition, is more likely to stereotype an inferior system of husbandry than to improve it. The second, the Ulster tenant right, has been, on the whole, attended with a larger measure of success than any other mode of tenure hitherto fairly tried in Ireland, but it contains within itself the elements of future disorder, in admitting a principle which cannot be yielded to its full extent without injury to the landlord, and yet if wholly denied would defraud the tenant. The third mode, a lease for a term of years, attains the security necessary, and leaves both parties free at its termination. It has the sanction of long experience in every civilized country, and its results in Great Britain have developed the fullest capabili-

ties of the soil, and the most profitable employment of well-paid labour. But its adoption depends on the joint will of landlord and tenant. If it could be generally introduced in Ireland, it would solve many difficulties. The anxious problem is, how is this to be accomplished? How can the State contribute towards making it the obvious and direct, as it is the true and ultimate interest of both parties, to enter voluntarily into such arrangements as, without subverting the right of property, shall give adequate security and encouragement to the occupying tenant?

The Irish people were formerly familiar with the system of leases. Up to the time of Catholic emancipation and the first Reform Bill a lease for a life was deemed freehold, and none but freeholders had the political franchise. Tenants at will by the Reform Bill were for the first time admitted to the franchise, and the system of leases, so far as political influence was subserved, was no longer necessary. Yearly tenancy began, and permanent improvements except in Ulster, became rare. The change was not solely political, for the evils of middlemen and subletting under the system of leases for lives largely contributed to it, and led many landlords to the adoption of the opposite extreme. To whatever extent, however, the system of yearly tenancy is promoted by political considerations that cause should be removed, not by depriving the tenant of

his political rights, but by enabling him to exercise them uncontrolled.

The landlord, desirous of political influence, will then have himself to blame if he does not receive the political support of his tenants, and the tenants, unharassed by the fear of incurring the displeasure of their landlord, or the censure of their clergyman, will gain the independence and act with the spirit of freemen. It was stated before Mr. Maguire's Committee in 1865 that no farmer with a lease ever left the country as an emigrant, another argument, if more were needed, against every political or other arrangement which discourages the principle of such a contract.

The advocates of "fixity of tenure" seem to forget the state of Ireland only twenty years ago. At that time tenants in the south and west were fleeing from their farms and the liabilities attaching to them. In the course of a few years 400,000 mud cabins and their inhabitants disappeared. Good land and bad were for a time alike abandoned. The power of selling their interest in the farm was valueless when there were no buyers. Even within the present decade, in the bad years 1860, 61 and 62, the possession of farms was but little coveted. Then followed a period of favourable seasons, better crops, and advancing prices. During the last three years the price of oats, which comprise five-sixths of the corn grown in Ireland,

has been very remunerative. This was stimulated by the great decline in the supply of corn from America during the civil war. But these circumstances of comparative prosperity, which have restored the old eagerness for the possession of land, may be reversed. A change of seasons, a fall of price, or a recurrence of the potato disease, with its attendant disasters, in a greater or less degree, must be anticipated. In such a change of circumstances fixity of tenure, without revision of rent, would be of little value to the Irish farmer. But by whom is such revision to be made? Could the State undertake to regulate the letting price of land any more than the price of other commodities? How could it execute such a discretionary duty without evoking universal distrust and dissatisfaction? There seems to be only one answer. The conflicting interests of landlord and tenant in the rent of land must, as with all other commodities, adjust themselves by the natural laws of demand and supply, care being taken to remove every stimulus to unnatural, and therefore undue, competition, and every principle of law which operates unequally in favour of the landlord against the tenant.

For the tenant-right of Ulster there is much to be said. It has grown up with the most prosperous condition of agriculture in Ireland, partly the result of that condition, and partly its cause. The farmer who had made improvements

at his own cost was allowed to sell those improvements to his successor. So far the transaction was advantageous to both, and in no way injurious to the landlord. But by degrees, and in consequence of the competition for land among farmers, that payment for improvements has extended to a payment for "goodwill," for something which the out-going tenant had no right to sell, inasmuch as it really represents either the dormant qualities called into action by drainage or other improvements of a permanent character, or the natural growth in the letting value of land, irrespective of improvement. This growth arises from the land being of fixed extent, while the absolute and relative wealth and prosperity of the United Kingdom increase enormously year by year. Its general existence is indisputable, but it is extremely difficult to be distinguished in particular cases from the growth of value due to agricultural improvements or better husbandry.

Besides the evidence afforded by the aspect of the country, the statistics of Ireland show that Ulster stands first in the quality of its house accommodation for the people, highest in the scale of education, and richest in the value of its capital in live stock. These are unquestionable evidences of comparative prosperity. They are not attributable to any superiority of climate or soil; to some degree they are owing to difference of race and habits of thought, but in the main they must

be due to a system of tenure which secured to the tenant full repayment for improvements when from any cause he quitted his farm.

The abuse of the system arises from the difficulty to which I have alluded of distinguishing that which is really the right of the tenant from that which is as certainly no part of his property. This is shown by the fact that tenant right brings the highest price under a "good" landlord; that is, on an estate known to be under-rented. In such a case, the landlord has been content to forego a portion of his rights, that his tenantry may sit at easy rents. But, where the custom of selling the tenant right of possession is permitted, the landlord finds that this margin is used to increase the selling value of the tenant right itself, and that the successor of the man to whom he let his land gets no benefit from his leniency, but the reverse. It is really a revival of the exploded system of fines for renewal of leases, and it is a fine payable to a man who has no interest in the permanent welfare of the estate, and who can give no security for any period of duration. Without legal security, the in-coming tenant, relying on the character of the landlord, pays down a sum equal to a fourth, a third,—sometimes even a half, of the fee simple value, by money frequently borrowed at an exorbitant rate of interest, and leaving himself no adequate means for the profitable cultivation of the

land. Even if the rent for a time is not increased, the effect to the tenant is the same as an increase, the interest he has to pay for the borrowed money handed to his predecessor being more than any advance likely to have been exacted by his landlord. Under the influence of these increasing prices paid by one tenant to another for tenant right, the margin on which it rests is gradually lost; the landlord's moderate rent, when augmented by the interest of the money paid for the right, becomes equal to the full letting value, and the enormous amount of tenants' capital which, in the aggregate, has been invested in Ulster, is more or less at the mercy of the landlords. That this is a state of matters felt by both parties to be critical and dangerous, cannot be doubted. The tenants fear they may lose some of their capital by any legal definition of the right they claim, and which they can now realise under custom. The landlords will not, possibly dare not, exact the full letting value of their lands, conscious that by doing so they must confiscate the larger portion of their tenants' capital.

We seem thus shut in by reason and experience to the principle of the third mode of security of possession, that arising under a mutual contract for a lease of a limited term of years. This admits of the greatest degree of freedom on both sides. It has resulted in the highest development of agriculture in the British Islands.

Where it exists on fair and equal terms between landlord and tenant, it seems the most natural relation that can subsist between reasonable and independent members of the same community. Withdraw from the landlord any existing privilege he possesses under the law of distress or hypothec which enables him unduly to encourage and take advantage of competition, and there will be an end of unnatural competition. Competition, when fairly exercised, is the life-blood of society. By it the ablest men, whether by bodily, mental, or moral capacity, or all combined, obtain the lead. Through them progress is secured in a country, and the men best fitted for the duty conduct its affairs in the State, the county, the workshop, and the farm. The objection to leases, that they result in competition and advance of rents, is no more tenable in the case of farms than in that of shops, or trades, or professions.

The pressure of competition in Ireland is much complained of, and a demand is made that it should be restrained by the appointment of a Government Court of Valuation, which should periodically fix the rent. But, in dealing with such a complaint, we must fairly consider the true state of the facts. With this object I have endeavoured to ascertain the progressive increase of land rental in each of the three kingdoms during recent years. The comparison with Ireland cannot be exact, inasmuch as, while in England

and Scotland the annual value of lands is furnished to the income tax assessors by the owners and occupiers, it is obtained in Ireland from the Poor Law valuations. We may probably assume, however, that these valuations afford a fair test of progressive rental, though not the actual rental, and, if so, it appears that the land rental of England in a period of the last seven years has risen 7 per cent., that of Scotland 8 per cent., while that of Ireland appears in the same time to have advanced from its lowest point not more than $5\frac{1}{2}$ per cent. The comparison cannot be taken for a longer period than seven years, as the year 1862 was the first in which the value of lands was distinguished in the income tax accounts for Ireland. But these figures are sufficient to show that at the present time the pressure of competition in augmenting land rent has not operated more severely in Ireland than in the sister kingdoms.

There are some peculiarities in the customary relations between landlord and tenant in Ireland as compared with Great Britain. This is not the place to enquire into their causes. They exist, and we must deal with them as they are. They have two main features—the first, that in Ireland the rule has been to leave the tenant to execute at his own cost all the permanent improvements on his farm; the second, that the mass of the tenantry occupy without any written contract with their landlords. In the absence of such contract, the

law assumes that the tenancy is terminable yearly.

By presumption of law, buildings and other permanent improvements on land, by whomsoever effected, instantly become the property of the landlord, and I understand that this presumption cannot be altered, even by the clearest evidence that the landlord, as is too often the case in Ireland, contributed no part of the cost. I think this should cease, and that, on eviction, compensation should be given, by law, for the unexhausted value of the tenant's improvements.

Since Arthur Young's time, now 90 years ago, the rental of the two countries, up to the date of the potato famine in 1846, appears to have progressed in a nearly equal ratio. To attain this gradual increase, the landowners of Great Britain made continuous and great expenditure upon their property in buildings, fences, roads, and drainage, amounting in the aggregate to probably not less than one-third of the fee simple value of their estates. Their present rental thus embraces a return for the land itself, and for the capital likewise spent upon it. The Irish landlord, favoured by the deceitful prosperity of that country up to 1846, in a rapidly increasing population, and a constantly augmenting competition for land under potato farming, seems to have drawn an equal return from his property without being called on for any capital beyond the mere land itself. His

prosperity, being based on the potato husbandry collapsed with it for a time. But in the last five years Irish farmers have been doing well, and rents are again creeping up under the influence of competition, and irrespective of landlords' expenditure.

This great distinction in the case of the landlords of Ireland and Great Britain indicates the fairness of a distinctive treatment, and the injustice of a law which assumes alike in both cases that permanent improvements are the property of the landlord.

There is an equally strong objection to the principle of the law which assumes that an agricultural tenancy is terminable yearly unless guarded by written contract.

In proper culture a man must plough deeply, clean thoroughly, and manure richly with his green crop, not for that crop alone, but for the corn and grass crops which are to follow ; in fact for his whole rotation, which may extend over from five to six or eight years, according to the soil, climate, and system of management. If he is suddenly evicted after that expenditure is made, and before he has reaped its benefit in the subsequent crops, he is simply robbed by law. And if he has reason to apprehend that his course of management may be thus cut short, his only remedy is to stint his expenditure and starve the land. Thus the land, the landlord, and the country are all in the worse con-

dition, and so will be the tenant himself if he should continue in occupation. All this comes out of the false theory of law, that the natural term of occupation is a single year, and that therefore one year must be presumed conclusively to be the full duration of a tenant's holding, unless he can show written evidence to the contrary.

No man enters a tillage farm with the expectation on either side that he is actually to occupy it for a single year only. But in Ireland men seem to go in at haphazard, trusting, perhaps, to the good nature of the landlord, or, without much forethought about it, doing as their fathers have done before them. Then the law chooses to conclude that the contract is necessarily for a year only. But the tenant probably does not take much heed of that till the day comes when the law is put in action. People who are not practically acquainted with the processes of agriculture are apt to think "his bargain was from year to year, and he has got it—how is he wronged?" Yet he feels that he is substantially wronged, though he cannot always explain it. The presumption of law is against him. The scales of justice between him and his landlord are unequal. He is dispossessed. His successor enters to his unexhausted manures and labour, and in Ireland the unhappy outcast, finding the law against him, too frequently seeks to redress the balance by violence. Let the law be made

just in these matters, and agrarian crime may disappear.

With these observations on the best principle of tenure, I proceed to remark on the present state of agriculture in Ireland. I visited the worst and most distressed, and also some of the best, districts of that country in 1849, immediately after the famine, and on recently traversing nearly the same tract, after an interval of twenty years, I cannot say that its agriculture presented much evidence of general improvement. The people are better clothed, better housed, and better fed, not because the produce of the ground has been materially increased, but because it has become of more value, and is divided among two-thirds of the numbers who shared it then. Most of the wet land is still undrained. The broken, worn, and gapped fences remain too much as before. Except in Ulster and the eastern seaboard of the country, there is little appearance of any investment of capital in cultivation. What the ground will yield from year to year at the least cost of time, labour, and money, is taken from it. The change consequent on the diminution of the population has been followed by an equivalent decrease of the area under corn, and the substitution of live stock in about the same proportion. The produce is thus more secure, and obtained at less cost, and being divided among a smaller number of

people, they have each a larger share. But there is little spirit or enterprise, and scarcely a sign over a large portion of Ireland of that immense stride which has marked the progress of agriculture in England and Scotland during the same period. The Irish farmer is proverbial for thrift, even to penury, in his family expenditure, but his savings, instead of being used to increase the productive-ness of his land, are locked up in the bank, and help to swell the twenty millions of deposits in the Irish banks. There is no confidence between classes ; people are living from hand to mouth, landlords drawing their rents with the least outlay in their power, and tenants tilling their land after the same pattern. To this general rule there are, of course, many exceptions. There are landlords in Ireland as exemplary in all their duties to their estates as in England, and tenants with equal readiness and ability to adopt and carry out the most improved systems of husbandry. But the exceptions only bring into darker contrast the common rule.

Much may be learned by contrast. I passed in twelve hours from Ireland to the Lothians in Scotland. There I found the highest farming, the largest crops, the greatest production of corn and meat, the best wages, the highest rents, and the largest profits. In both countries there is at present the keenest competition for farms ; but in Scotland, where the

investment of tenants' capital is very considerable, the only legislation for which the farmer asks is to obtain the control of "ground" game, and to be freed from the undue competition encouraged by the law of hypothec. It is impossible to conceive a greater contrast than is presented by the state of agriculture and the condition of the agricultural class in the two countries, which a century ago were, in these respects, much alike. Leases for lives, no outlay by the landlord, on the contrary, *grassums*, or fines paid to him for renewal, subletting, and subdivision to crofters, strict entails tying up the land in the hands of needy owners, then kept Scotland in a state of stagnation and chronic poverty. About 1780, Scotland began to emancipate itself by releasing proprietors from the evil trammels of strict entails (from the last remnant of which it may be hoped we shall soon be freed), and by "enabling laws" which empowered such proprietors to grant leases for a fixed term of years, and to raise money by a charge on their estates for the cost of buildings and other permanent improvements. The principle was then established, and the practice became universal, that the duty of the landlord was to provide his farms with buildings, and other permanent improvements, and that of the tenant to find the capital for cultivation, under the security of a lease for a fixed term of years. The duration of the lease, 19 or 21 years, has been found in practice sufficient to satisfy the tenant,

and to promote the immediate outlay of his capital in cultivation that he may the longer reap its advantages. And a lease of that duration does not too long divorce the landlord from any interest in the progressive improvement of his estate.

The entire success that has followed this clear definition and practice of the relative duties of landlord and tenant, in the cultivation of the soil, convinces me that in the development of this principle lies the safest course for land legislation in Ireland.

The present time is very favourable for attempting a change. Comparatively with any former period both landlords and tenants in Ireland may be said to be prepared for it. Compulsion on either side is not necessary. Legislation should be in the direction of removing all impediments to the granting of leases, or effecting improvements, on the part of landlords under settlement. The system of leasing for fixed terms should be encouraged by making the Government loans for land improvement conditional upon such a system. If the Government for the general welfare advance money on favourable terms for the permanent improvement of land, they are entitled to impose such conditions as they may deem necessary to secure that welfare.

Much vexation and anxiety is often very recklessly inflicted on Irish tenants by agents giving them notice to quit for some frivolous cause, not

seriously meant to be acted upon. This would be corrected by exposure and the consequent action of public opinion. I would suggest that no notice of eviction should be legal unless published in the *Dublin Gazette*, or some newspapers in general circulation.

The changes which I would venture to recommend for the consideration of Government would be these :—

1. Presumption of law as to buildings and other permanent improvements to be altered.
—Tenant, on eviction, to be entitled to compensation at their value for all such as have been made by him. Landlord to be freed from all claim on granting lease of adequate duration, at present rent.
2. A tenant holding without written lease to be secured in possession by presumption of law (except for failure to pay rent) for an equitable term, say five years, sufficient to recoup the expenditure necessary to a proper system of cultivation.
3. Encouragement to be given to the system of leases for a fixed term, by the Government loans for land improvement being made conditional on leases of not less than twenty years being given to tenant.
4. Tenants for life and trustees to be empowered to grant farm leases, and charge

the fee simple with compensation for improvements.

5. Equitable claims already existing under Ulster Tenant Right, to be recognized in law. But, where it is thought by both parties desirable to compensate and extinguish them, the extent and equitable value of the right to be ascertained, and compensated by the landlord, either by giving the tenants a lease of adequate duration, on terms agreed between them, or by paying the value of the right, for which latter purpose landlords to be empowered to take Government loans, to be charged on their estates in the same way as land improvement loans. These loans to be limited to a fixed sum yearly.
6. In all cases of dispute, whether in regard to the value of existing improvements, and by whom executed, or the nature and value of tenant right, power of reference by either party to some competent court, or special commission, whose decision to be final.
7. No notice of eviction to be legal unless published at the proper time in such newspapers as the special court or commission shall from time to time appoint.

These proposals, in addition to Mr. Bright's plan of giving Government assistance to tenants

wishing to buy their farms from owners willing to sell, seem to me to embrace the main conditions required to enable the Irish people to work out for themselves the agricultural prosperity of their country. A few sentences will explain their probable operation.

In all cases where the tenant, prior to this time, has made permanent improvements, he will be entitled to receive their value on eviction, or have the right to continue for a term which may fairly be deemed sufficient to reimburse him. The landlord will not be obliged to pay cash for the tenant's improvements, except as a consequence of his own act in evicting a tenant. Small tenants, who may desire to realise their outlay, will naturally be permitted to sell to their richer neighbours the right of lease of their little farms, which will be generally deemed by the latter a valuable acquisition. This will gradually lead to the absorption of the smallest farms, for as labour rises in value it will operate both as a temptation to the small farmer to hire himself to others, and make it difficult or impossible for him to obtain additional labour when he needs it on his own land. On holdings too small to keep live stock, the general experience shows that there can be nothing but continuous poverty, and the pressure is increased when the family is young, as all help must be hired and paid for. When the family is able to help their father, the struggle is less severe ; but that

is only because the labour of the father and his sons is less costly in money than hired labour. The condition of a man and his family of grown up sons, on three or four acres of poor land, for such people very rarely get good land, is that of persons who unfortunately content themselves with the poorest food, even in good seasons, and in bad years suffer great privation.

By the second proposal, it is intended to meet the case not of outlays of a permanent character, which are provided for under clauses 1 and 5, but for those of ordinary good farming.

Under these proposals, as a whole, the landlord will receive capital for the permanent improvement of his property on the most favourable Government terms, but with the condition that the tenant shall obtain the security of a lease for a term of years, sufficient to call forth his full energies in the cultivation of the land, while the tenant's capital, being set free from the cost of improvements, will be wholly available for developing the capabilities of the soil. Many landlords and tenants in Ireland may deem the term too short, and, if so, it will be in their joint power to lengthen it.

With regard to Ulster tenant-right, an opportunity will be given to those who are dissatisfied with their present uncertain position to place themselves in a condition of safety ; whilst those, again, who prefer to remain under the existing and re-

cognized custom will not be interfered with. To this part of the plan I attribute great importance.

Vexatious notices of eviction will probably receive a wholesome check by the publicity which would be given through advertisement, and the anxiety caused to many a poor farmer by thoughtless or reckless agents would be stopped.

To the proposal of Mr. Bright, I attach very great value. It will be very heartily received by the Irish farmers themselves, numbers of whom, in all parts of the country, will be found well qualified to enter upon it. The presence of an independent and intelligent resident middle class, a connecting link between the great landowner and the farmer, is much wanted in Ireland. The advantage of the change to the farmer, and the facility with which it is proposed to be made, are so obvious that the difficulty will be to determine where to stop, and who are the persons to be selected. If Ulster farmers have hitherto found it profitable to pay a fourth or a third of the fee simple value for the mere right of occupancy, how much more gladly will they enter into an arrangement which, in 35 years, would make them the owners of their farms, at an annual charge not much greater than they are paying for their present uncertain tenure! For example, a tenant-right farmer has a farm of 40 acres, the market value of which is £30 an acre = £1,200. This will yield in rent at the ordinary rate of purchase in

Ireland, 4 per cent.	£48
Instead of this, he will pay to the Govern- ment, or to those holding their guaranteed land debentures, 5 per cent. for 35 years	60

Which is an addition annually of £12

But he will have a claim for his tenant-right, which, if equitably arranged between him and the owner, will more than clear off this annual balance, and leave him a positive gainer from the first by the change.

The Irish farmers will not be long in discovering this advantage, and will naturally object to its limitation to single estates, and to individuals in particular localities. They will claim an equal participation in the imperial boon, and argue with great fairness that if the principle is good on a small scale, it will be all the more beneficial by being offered to every individual in any part of the country who can produce the requisite means to fulfil its conditions.

The available capital in the hands of Irish farmers we may assume, for illustration, at 30 millions, viz., 15 millions of deposits in the banks, and 15 millions invested in Ulster tenant-right. This sum, if paid down as a deposit at the rate of one-third of the price, would represent a purchasing power of 90 millions' worth of land, which is more than one-fourth of the whole agricultural landed property of Ireland. If spread over 30 years this

change might be accomplished by an annual Government guarantee of two millions sterling, which would be continually under a course of repayment ; and, suppose we take the farms at an average cost of £1,500 each, there would be a resettlement of 2,000 resident small proprietors every year, and of 60,000 such landowners at the conclusion of the process.

The security of a deposit of one-third of the price would ensure a body of substantial yeomen, who would feel that every half yearly payment they made, in reduction of their debt, was better than a deposit in the bank, and each payment would at once increase the security of the Government, and the hold of the purchaser on the land. It would be, and would be felt to be, quite a different thing from a payment of rent.

As the Government aid would be given for a special purpose of State policy, there should be conditions annexed to it to prevent its being jobbed or abused. One loan only would be allowed to the same individual, residence on the farm should be made a condition, and no transfer or subdivision be permitted until it passed out of the control of the Government by the final payment of the price, except in case of death, and then with the condition that the purchaser should fulfil the condition of residence.

Many landowners might be willing to avail themselves of the opportunity to sell portions of

their property and be thus enabled to do more justice to the remainder, while they themselves would remain in the country as resident proprietors.

This, no doubt, contemplates a large and complicated arrangement, subject to many occasions of miscarriage, and to be undertaken by the Government only as a State necessity. But by the gradual settlement over Ireland of a numerous and industrious class of small landowners, whose interests were identified with those of a settled Government, all the risk and trouble would be amply compensated to the State.


If it should not be thought prudent to enter at once upon so general a scale of operations, the more limited of the plans sketched out by Mr. Bright might be at first undertaken. The information obtained by me in various parts of Ireland leaves no doubt on my mind both that suitable estates would be offered for sale for this object, and that fit men would be found to purchase their farms through the aid of the Government.

But any treatment of the Irish Land question which should omit reference to the very origin of all the difficulty would be indeed incomplete. For the evil consequences of entails and settlements, and the law of intestacy as affecting land, meet the traveller at every step of his enquiry. They have grown into greater magnitude, and been pro-

ductive of more disastrous results in Ireland than in the sister kingdoms, and therefore call for a more immediate remedy. But the principle is the same in both, which, taking no heed of the constant changes and progress of the people, permits the will of a man long dead to tie up and incapacitate the owner in possession from acting with freedom in the management or disposal of his property. Land legislation in Ireland up to this time has been a continuous effort to lighten by degrees this intolerable burden by some attempt to shift and ease it. There can be no permanent or satisfactory settlement of the Land question until these laws are boldly grappled with, and whatever change in them is deemed good for Ireland will be equally beneficial for England and Scotland. No entail or settlement of land should be permitted beyond lives in being, and all property, whether real or personal, should be placed on the same footing of equal distribution in case of intestacy. The law ought not to deal unfairly. It should leave to individuals the responsibility, if they think fit, of allotting their property unequally. The aggregation of great estates in the hands of one man ought not to be encouraged by law. It takes place—and is likely so to continue—in the natural course of events with sufficient rapidity.

Consequences of vast importance are involved in the wise settlement of this question. The

peace of Ireland, and the strength of a really united kingdom may be gained and consolidated. Rules of law, which in quiet times have been admitted without question, must now be subjected to the test of reason and justice. Imperial aid must be prudently extended to remedy evils which have grown up under circumstances peculiar to the country and the state of society. But this may all be done without trenching on sound economical principles, or infringing the just rights of property.

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202 Main Library

LOAN PERIOD 1	2	3
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6-month loans may be recharged by bringing books to Circulation Desk

Renewals and recharges may be made 4 days prior to due date.

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DEC 14 1979

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UNIVERSITY OF CALIFORNIA, BERKELEY

FORM NO. DD6, 60m, 11/78

BERKELEY, CA 94720

